

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

971456-WS

TO: Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale, assignment or transfer of (all or part) of Water Certificate No. 524-W and/or Wastewater Certificate No. 459-S or facilities in Pasco County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

Arbor Oaks I, LLC and Arbor Oaks II, LLC both Delaware Limited Liability Companies, d/b/a Timberwood Utilities

Name of utility

(561) 567-8500

Phone No.

(561) 567-8798

Fax No.

THE KURTELL BUILDING - 1717 20th STREET, SUITE 105

Office street address

VERO BEACH

FL

32960

City

State

Zip Code

Mailing address if different from street address

Internet address if applicable

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check J.S. DOCUMENT NUMBER-DATE 1372 NOV-55

B) The name, address and telephone number of the person to contact concerning this application:

KURT WALLACH () 561-567-8500
Name Phone No. 561-567-8798-FAX

THE KURTELL BUILDING - 1717 20th STREET, SUITE 105
Street address

VERO BEACH FL 32960
City State Zip Code

C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

Arbor Oaks I, LLC and Arbor Oaks II, LLC
Name of utility

(561) 567-8500 (561) 567-8798
Phone No. Fax No.

THE KURTELL BUILDING - 1717 20th STREET, SUITE 105
Office street address

VERO BEACH FL 32960
City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship
Other: limited liability company
(specify)

E) The date and state of incorporation or organization of the buyer:

N/A

- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

N/A

- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

KURT WALLACH, Member/Manager Arbor Oaks I, LLC 1717 20th St., Vero Beach, FL

MARILYN WALLACH, Member/Manager Arbor Oaks II, LLC 1717 20th St., Vero Beach, FL

(zip code for both is: 32960)

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit _____ - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

C) Exhibit _____ - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

D) Exhibit _____ - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit _____ - A statement describing the financing the purchase.

F) Exhibit _____ - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

G) Exhibit _____ - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. _____ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit _____ - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

<u>KURT WALLACE</u>	<u>(561) 567-8500</u>	
Name	Phone No.	
<u>THE KURTELL BUILDING - 1717 20th STREET, SUITE 105</u>		
Street address		
<u>VERO BEACH</u>	<u>FL</u>	<u>32960</u>
City	State	Zip Code

J) Exhibit _____ - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

K) Exhibit _____ - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

L) Exhibit _____ - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit _____ - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit _____ - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit _____ - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

_____ (for water) and _____ (for
wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

PART V OTHER

- A) Exhibit _____ - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit _____ - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. Sample tariff(s) are attached.
- C) Exhibit _____ - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI **AFFIDAVIT** Number 1 of 2

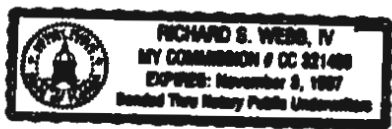
I Kurt Wallach (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY: *Kurt Wallach*
Applicant's Signature

Kurt Wallach
Applicant's Name (Typed)
Member/Manager Arbor Oaks I, LLC
Applicant's Title *

Subscribed and sworn to before me this 15th
of October 1997.

Richard S. Webb, IV
Notary Public



* If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

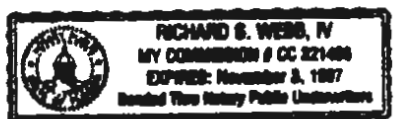
PART VI AFFIDAVIT Number 2 of 2

I Marilyn Wallach (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY: Marilyn Wallach
Applicant's Signature
Marilyn Wallach
Applicant's Name (Typed)
Member/Manager Arbor Oaks II, LLC
Applicant's Title *

Subscribed and sworn to before me this 15th
of October 1997.

[Signature]
Notary Public



* If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

ADDENDUM TO PART II
FLORIDA PUBLIC SERVICE COMMISSION APPLICATION

Re: Transfer of PSC Water Certificate No. 524-W and PSC Waste Water Certificate No. 459-S from B.D.C., Inc., d/b/a Timberwoods Utilities ("Transferor"), to Arbor Oaks I, LLC, and Arbor Oaks II, LLC, both Delaware limited liability companies, d/b/a Timberwoods Utilities ("Transferee")

PART II

A. Statement that the transfer is in the public interest.

The Transferee is acquiring Arbor Oaks Mobile Home Park which is a manufactured housing community in Zephyrhills, Florida, and is the only community served by the water and waste water utility operation to be transferred. The public interest is served by having the new community owner continue to provide services to the community residents under one ownership. This will expedite service and help to maintain cost of service at reasonable levels. The principals of Transferee, namely, Kurt and Marilyn Wallach, husband and wife, have owned and operated manufactured housing communities in Florida for many years. Those communities have utilities supplied by municipal providers. Mr. Wallach has had over twenty years of experience in owning and managing mobile home communities. A licensed operator will continue to maintain the utility operations being transferred under the above PSC certificates, and the buyer will maintain or exceed all governmental requirements. Transferee is well able financially to continue to provide the utility services being transferred, and Transferee will fulfill the commitments, obligations and representations of the Seller with regard to utility matters.

B. Names and locations of other water and/or waste water utilities owned by Buyer or Buyer's affiliates.

None.

C. Copy of Contract for Sale.

The purchase price of the utilities is included in the purchase price paid for Arbor Oaks Mobile Home Park, which was purchased for the sum of \$3,510,000.00 cash. Transferee has allocated \$629,200.00 of the purchase price as being specifically allocable to the on site utilities. This is twenty percent (20%) of the amount of the purchase price which the Transferor and Transferee allocated to property improvements in the purchase and sale of Arbor Oaks Mobile Home Park. No liabilities are being assumed, except for existing tenant leases and the obligations to continue the water and waste water treatment utilities to the extent required by PSC or FDEP. There are no specific customer deposits,

guaranteed revenue, contracts, developer agreements, customer advances or debts of the utility independent of the first mortgage loan that will be placed upon the property in connection with this purchase.

D. Disposition of any outstanding regulatory assessment fees.

Transferee has no knowledge of any outstanding regulatory assessment fees, fines or refunds owed.

E. Financing the purchase.

The community, including the subject utility, has been purchased for cash and was financed by cash from Transferee as well as proceeds from a first mortgage loan from Heller Financial, Inc., in the amount of \$2,360,000.00.

F. Funding Sources.

Heller Financial, Inc., provided the first mortgage financing in connection with the purchase of the manufactured housing community. This proposed first mortgage loan will encumber the real and personal property within the community, including the water and waste water utility facilities.

G. Net Book Value.

Transferee believes that the current net book value of the utility system as of the date of the proposed transfer, as maintained by Transferor, is as set forth in Exhibit "A" attached hereto.

H. Acquisition Adjustment.

No acquisition adjustment is being sought at this time.

J. Establishing Net Book Value.

The books and records of the Transferor with respect to establishing the net book value of the system are attached. Transferee has incurred a higher cost of capital than Transferor by the purchase price and by incurring higher cost service than Transferor. Transferee has paid 54.131% more than Transferor paid for the manufactured home community [$\$1,900,00$ (previous purchase price) - $\$3,510,000$ (current purchase price paid by Transferee) = 54.131%], including the water and waste water utility facilities. This also reflects the appreciation by 54.131% in the value of the utility facilities being acquired.

K. Transferor's Tax Returns.

Transferee has requested copies of all federal income tax returns of the Transferor from the date the utility was first established or the date a rate base was last established by the commission.

L. Condition of Utility.

Transferee has conducted a reasonable investigation with respect to the utility and, based upon reports received from inspecting engineers, the system being acquired appears to be in satisfactory condition and in compliance with applicable standards set by the Department of Environmental Protection.

PART III - Notices

These exhibits will be late filed once the notices have been completed.

PART IV

Application fee of \$750.00 is enclosed.

PART V

- A. Transferee obtained utility by Warranty Deed and Bill of Sale (escrowed) on October 15, 1997. A 99-year lease has been entered into with the current PSC certificate holder that will terminate upon issuance of new PSC certificates to the Transferee, upon connection of the Property to the Pasco County sewer system, or after 99 years, whichever occurs first. Copies of the Warranty Deed and the 99-year lease with respect to the utility facilities are attached hereto as Exhibits "B" and "C", respectively. Sale of the utility facilities will not be finalized until the transfer has been approved.
- B. Tariff Sheets. Transferee plans no immediate change to the tariff as a result of its acquisition of the utility but reserves the right to file for an increase in rates in the future. The original and two copies of the existing tariff sheets showing existing rates are attached as Exhibit "D". These tariffs are filed showing the new ownership re-issues, based upon the language in the Transferor's existing tariffs, which were approved effective February 1, 1997. The existing name "Timberwood Utilities" will be used by Transferee and has therefore not been changed on the enclosed tariff sheets.
- C. The utility's original current certificate(s) issued by FPSC are attached as Exhibit "E".

BDC, INC. D/B/A TIMBERWOOD UTILITIES

10/15/97

SUMMARY OF FIXED ASSETS - WATER PLANT - PSC BASIS

DESCRIPTION	COST OR BASIS	ACCUMULATED DEPRECIATION AT 10/15/97	ADJUSTED BASIS AT 10/15/97
ORGANIZATION COSTS	\$5,007.00	\$1,570.21	\$3,436.79
STRUCTURES AND IMPROVEMENTS	283.00	96.78	186.22
TRANSMISSION & DISTRIBUTION MAINS	53,583.00	14,809.47	38,773.53
METERS AND INSTALLATION	600.00	275.86	324.14
OFFICE FURNITURE	1,246.00	942.33	303.67
METERS AND INSTALLATION	1,088.00	429.80	658.20
MOBILE TELEPHONE	74.55	28.58	45.97
COPIER	477.38	180.36	297.02
PRINTER	243.08	91.80	151.28
CHAIRS	589.40	211.94	357.46
FAX MACHINE	175.20	65.21	109.99
CHAIRS	589.22	211.88	357.34
CHAIRS	589.40	211.94	357.46
COMPUTER	1,309.82	480.28	829.54
TELEPHONE SYSTEM	124.55	40.81	83.74
	<u>\$65,882.58</u>	<u>\$19,847.23</u>	<u>\$46,035.35</u>

BDC, INC. D/B/A/ TIMBERWOOD UTILITIES
10/15/97

SUMMARY OF FIXED ASSETS - SEWER PLANT - PSC BASIS

DESCRIPTION	COST OR BASIS	ACCUMULATED DEPRECIATION AT 10/15/97	ADJUSTED BASIS AT 10/15/97
LAND	\$10,152.00	\$0.00	\$10,152.00
STRUCTURES AND IMPROVEMENTS	81,228.00	29,991.24	51,236.76
COLLECTION SEWERS - GRAVITY	89,699.00	29,431.36	60,267.64
SERVICES TO CUSTOMERS	5,466.00	1,768.99	3,697.01
TREATMENT & DISPOSAL EQUIPMENT	6,716.00	4,701.76	2,014.24
PLANT SEWERS	2,904.00	1,016.67	1,887.33
OFFICE FURNITURE	1,248.00	941.33	306.67
TREATMENT & DISPOSAL EQUIPMENT	426.00	165.67	260.33
2 HORSEPOWER MOTOR	295.39	113.22	182.17
BLOWER REBUILT	962.52	354.79	607.73
CLARIFIER	400.00	144.46	255.54
MOBILE TELEPHONE	74.55	28.58	45.97
COPIER	477.38	180.36	297.02
PRINTER	243.08	91.80	151.28
CHAIRS	569.40	211.94	357.46
FAX MACHINE	175.19	65.21	109.98
CHAIRS	569.22	211.88	357.34
CHAIRS	569.41	211.94	357.47
COMPUTER	1,309.81	480.28	829.53
TELEPHONE SYSTEM	124.58	40.81	83.77
	\$203,629.49	\$70,152.27	\$133,477.22

BDC, INC. D/B/A TIMBERWOOD UTILITIES

10/15/97

SUMMARY OF FIXED ASSETS - WATER PLANT - TAX BASIS

DESCRIPTION	COST OR BASIS	ACCUMULATED DEPRECIATION AT 10/15/97	ADJUSTED BASIS AT 10/15/97
WATER DISTRIBUTION SYSTEM	\$110,275.00	\$53,290.22	\$56,984.78
WATER DIVISION	356.00	356.00	0.00
MOBILE TELEPHONE	74.55 ①	61.24	13.31
COPIER	477.38 ①	483.83	13.75
PRINTER	243.08 ①	238.08	7.00
CHAIRS	500.40 ①	487.78	101.64
FAX MACHINE	175.19 ①	170.14	5.05
CHAIRS	500.22 ①	487.81	101.81
CHAIRS	500.41 ①	487.78	101.66
COMPUTER	1,300.81 ①	1,272.10	37.71
TELEPHONE SYSTEM	124.58 ①	102.32	22.24
	<u>\$114,743.58</u>	<u>\$57,354.84</u>	<u>\$57,388.74</u>

114,743.58 TOTAL TAX BASIS

① (4,112.58)BASIS EXCLUDED IN
EQUIPMENT (ACCT. # 130)110,631.00WATER PLANT BASIS FOR P/S
(ACCT. # 136)

BDC, INC. D/B/A TIMBERWOOD UTILITIES

10/15/97

SUMMARY OF FIXED ASSETS - SEWER PLANT - TAX BASIS

DESCRIPTION	COST OR BASIS	ACCUMULATED DEPRECIATION AT 10/15/97	ADJUSTED BASIS AT 10/15/97
SEWER LINES	\$88,145.00	\$28,341.63	\$41,803.37
LIFT STATION	12,955.00	6,288.59	6,666.41
TREATMENT PLANT	128,390.00	61,078.83	65,311.17
2 HORSEPOWER MOTOR	295.39	120.51	174.88
BLOWER REBUILT	982.52	400.83	581.69
CLARIFIER	400.00	163.18	236.82
MOBILE TELEPHONE	74.55 \oplus	61.24	13.31
COPIER	477.38 \oplus	463.63	13.75
PRINTER	243.08 \oplus	238.08	7.00
CHAIRS	589.40 \oplus	467.78	101.64
FAX MACHINE	175.20 \oplus	170.14	5.06
CHAIRS	589.22 \oplus	467.60	101.62
CHAIRS	589.40 \oplus	467.78	101.62
COMPUTER	1,308.82 \oplus	1,272.09	37.73
TELEPHONE SYSTEM	124.55 \oplus	102.33	22.22
	<u>\$213,280.49</u>	<u>\$88,080.20</u>	<u>\$115,200.29</u>

213,280.49

TOTAL TAX BASIS

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(4,112.58)

BASIS INCLUDED IN EQUIPMENT (ACCT. # 136)

209,167.91

SEWER PLANT BASIS PER P15 (ACCT. # 146)

BOE JMC

PREPARED BY

REVIEWED BY

1/2

DEPRECIATION SCHEDULE

LAND

		1	2	3	4	5
		DATE	COST OR			
	METHOD	ACQUIRED	BASIS	RETIREMENT	BALANCE	
	LIFO					
1	LAND	10-21-20	360,013.00		360,013.00	
2	28.46 ACRES (TRUCKEE TRACT)	01-09-94	199,771.00		559,784.00	
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DATE	CONTRACT NO.	QUANTITY	UNIT PRICE	TOTAL PRICE	TAXES	DISCOUNT	NET AMOUNT	AMOUNT PAID	REMARKS					
1991	11-100-00	11	200	2200			2200	1000						1
1991	11-100-00	11	200	2200			2200	1000						2
1991	11-100-00	11	200	2200			2200	1000						3
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TOTALS FOR YEAR

TOTALS FOR YEAR

TOTALS FOR YEAR

NOV	DESCRIPTION	DATE	COST OR	ACQUISITION	BALANCE	ACQUISITION	1955	1956	1957	1958	1959	1960	1961
CLASS		ACQUIRED	BASE			@ Initial							
	LAND	10-1-53	10,000.00				10,000.00						
21.53	STRUCTURE IMPROVEMENTS	10-1-53	21,000.00				21,000.00						
21.53	COLLECTOR SHOULDER GEAR	10-1-53	10,000.00				10,000.00						
21.53	TRUCKS TO SUPPLEMENT	10-1-53	30,000.00				30,000.00						
21.53	EQUIPMENT & SUPPLIES												
21.53	EQUIPMENT	10-1-53	40,000.00				40,000.00						
21.53	PLANT POWER	10-1-53	70,000.00				70,000.00						
21.53	OFFICE FURNITURE & EQUIPMENT	10-1-53	15,000.00				15,000.00						
21.53	TREATMENT & DISPOSAL EQUIPMENT	10-1-53	7,000.00		1,000,000.00		7,000.00						
21.53	ENGINE POWER MOTOR	10-1-53	1,000.00				1,000.00						
21.53	SHOWER BATH	10-1-53	1,000.00				1,000.00						
21.53	RECEPTION	10-1-53	1,000.00				1,000.00						
	PHONE PHONE	10-1-53	1,000.00				1,000.00						
	TABLE	10-1-53	1,000.00				1,000.00						
	FIRE PROTECTIVE	10-1-53	1,000.00				1,000.00						
	CHAIR	10-1-53	1,000.00				1,000.00						
	CHAIR	10-1-53	1,000.00				1,000.00						
	CHAIR	10-1-53	1,000.00				1,000.00						
	COMPUTER	10-1-53	1,000.00				1,000.00						
	TRAIN BILLING	10-1-53	1,000.00				1,000.00						

1-58 WILSONS FIGHT SPA 021212

NO.	DESCRIPTION	DATE	AMOUNT	REMARKS	CLASSIFICATION	FISCAL YEAR									
						1954	1955	1956	1957	1958	1959	1960			
11	RESEARCH COSTS	1-15-54	500.00			500.00									
12	TRAVEL EXPENSES	1-20-54	10.00			10.00									
13	REPAIRS AND MAINTENANCE	1-25-54	25.00			25.00									
14	STATION AND OFFICE EXPENSES	1-30-54	50.00			50.00									
15	PHONE SERVICE AND EQUIPMENT	2-10-54	30.00			30.00									
16	RECORDS AND FILES	2-15-54	100.00			100.00									
17	OFFICE SUPPLIES	2-20-54	50.00			50.00									
18	POSTAGE	2-25-54	20.00			20.00									
19	PRINTING	3-1-54	15.00			15.00									
20	CONTRACTS	3-5-54	10.00			10.00									
21	PAID SALARIES	3-10-54	100.00			100.00									
22	CONTRACTS	3-15-54	50.00			50.00									
23	CONTRACTS	3-20-54	50.00			50.00									
24	PHONE SYSTEM	3-25-54	100.00			100.00									
TOTAL						1000.00									
REMARKS FOR THIS YEAR															

	1	2	3	4	5	6	7	8	9	10	11	12	13
NON-RESIDENT INVESTMENT GROUP													
TAX WITHHOLDING STATE	000000	000000	000000	000000	000000								
TAX PERCENTAGE	000000	000000	000000	000000	000000								
PERCENTAGE	000000	000000	000000	000000	000000								
NON-RESIDENT INVESTMENT GROUP													
TAX WITHHOLDING STATE	000000	000000	000000	000000	000000								
TAX PERCENTAGE	000000	000000	000000	000000	000000								
PERCENTAGE	000000	000000	000000	000000	000000								
TOTAL	000000	000000	000000	000000	000000								
THE COMPANY'S ACCOUNTING OF THE INVESTMENT GROUP IS THE ACCOUNTING GROUP'S TAX WITHHOLDING STATE AND PERCENTAGE WITHHOLDING STATE													
THE COMPANY'S ACCOUNTING OF THE INVESTMENT GROUP IS THE ACCOUNTING GROUP'S TAX WITHHOLDING STATE AND PERCENTAGE WITHHOLDING STATE													
TOTAL	000000	000000	000000	000000	000000								
TOTAL	000000	000000	000000	000000	000000								
TOTAL	000000	000000	000000	000000	000000								
TOTAL	000000	000000	000000	000000	000000								
TOTAL	000000	000000	000000	000000	000000								
TOTAL	000000	000000	000000	000000	000000								

PREPARED BY AND
RETURN TO:

EXHIBIT B

JONATHAN JAMES DAMONTE, CHARTERED
ATTORNEYS AT LAW
12110 SEMINOLE BLVD.
LARGO, FLORIDA 33778

FILE NO. 97-107

Warranty Deed (STATUTORY FORM - SECTION 689.02 F.S.)

This Indenture, Made this 15 day of October, 1997, **Between**

B. D. C., Inc., Florida Corporation,

whose post office address is 30400 Fairway Dr., Wesley Chapel, FL 33543, grantor*, and

Arbor Oaks I, LLC, a Delaware limited liability company, as to an undivided fifty percent interest, TIN# _____
and Arbor Oaks II, LLC, II, a Delaware limited liability company, as to an undivided fifty percent interest
TIN# _____, as Tenants in Common

whose post office address is Kurtell Bldg., 1717 20th Street, Suite 105, Vero Beach, FL 34960
of the COUNTY OF Indian River, STATE OF FLORIDA, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of TEN and no/100 Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida, to-wit:

Tracts 22, 27, 28, 37 and 38 of ZEPHYRHILLS COLONY COMPANY LANDS, SECTION 9
TOWNSHIP 26 SOUTH, RANGE 21 EAST, according to the map or plat thereof as recorded in Plat
Book 1, at Page 55, of the Public Records of Pasco County, Florida.

Parcel I.D. 09/26/21/0010/02200/0000

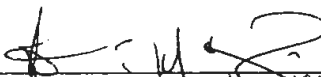
and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

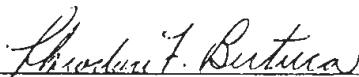
*"Grantor" and "grantee" are used for singular or plural, as context requires.

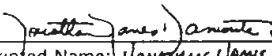
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witnesses (as to all):


Printed Name: STEPHEN M. CONLIFF

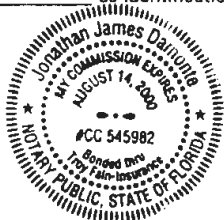
BY: 
Theodore F. Bertuca, as President of B. D. C., Inc.
FEIN# 65-0228202

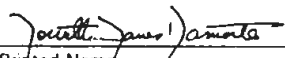

Printed Name: Jonathan James Damonte

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of October, 1997, by Theodore F. Bertuca, as President of B. D. C., Inc., who: is/are personally known to me or has/have produced _____ as identification

My commission expires:




Printed Name: _____
Notary Public

**99-YEAR LEASE AGREEMENT
FOR
WATER AND WASTEWATER TREATMENT FACILITIES**

THIS 99-YEAR LEASE for water and wastewater treatment facilities (the "Lease") is made and entered into as of this 15th day of October, 1997, by and between B.D.C., INC. (hereinafter referred to as the "Seller"), and Arbor Oaks I LLC, a Delaware limited liability company, and Arbor Oaks II LLC, a Delaware limited liability company, (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a Purchase and Sale Agreement (the "Agreement") for purchase and sale dated July 16, 1997, as amended by addendum dated September 2, 1997, relating to all of that certain parcel of land lying and being situated in Pasco County, Florida, together with certain improvements, rights, interest and other properties (collectively, the "Property"), including, but not limited to, a Public Service Commission ("PSC") certificated utility known as Timberwoods Utilities (the "Utility"), consisting of a potable water well and a wastewater treatment plant; and

WHEREAS, notwithstanding the Agreement, Buyer cannot purchase the Utility without the approval (the "Approval") of the PSC pursuant to an application (the "Application") filed with the PSC for the sale, assignment or transfer of the Utility to Buyer; and

WHEREAS, the continued, uninterrupted operation of the Utility, subsequent to the sale of the Property from Seller to Buyer, is essential to the uninterrupted operation of the mobile home park located on the Property; and

WHEREAS, Seller and Buyer desire to close the purchase and sale of the Property (except for the Utility) prior to Approval; and

WHEREAS, to assure the continuing operation of the Utility and to ensure compliance with all rules and regulations of the PSC, Seller and Buyer have entered into this Lease; and

WHEREAS, pursuant to this Lease, Seller and Buyer have agreed to enter into a 99-year lease for that portion of the Property upon which the Plant is located so that Seller may continue operating the Plant subsequent to the date of sale of the Property; and

WHEREAS, Seller and Buyer agree that Seller shall be responsible for the continued operation of the Utility until Approval by the PSC of transfer of the Utility to Buyer, or connection of the mobile home park water and wastewater system to a municipal or other PSC certificated utility, or expiration of the Lease term, whichever first occurs,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated herein by this reference.
2. Seller's Covenant to Assist in Transfer. Seller covenants to use its best efforts to cooperate with Buyer in the transfer of the Utility to Buyer pursuant to the Agreement and this Lease.
3. Seller's Covenant to Comply. Seller affirmatively covenants that to the best of its knowledge it has complied in the past with all applicable rules, regulations and ordinances that relate to the Utility, including, without limitation, those of the PSC and the State of Florida, and that it will continue to comply with such rules, regulations and ordinances throughout the term of the Lease, including, without limitation, the payment of all fees and assessments incurred for the period prior to the date of this Lease.
4. Operation of Plant During Lease Term. During the term of this Lease, the Seller shall be, subject to the terms of this Lease, responsible for the continued operation of the Utility, including the responsibility for paying all costs and fees, including, but not limited to, maintenance costs, expenses, taxes, insurance and other obligations relating to the Utility, subject to the provisions of paragraph 8 hereinafter.
5. Property Subject to Lease. Buyer shall lease the property underlying the Utility's wells, distribution system, and wastewater treatment plant to Seller under this Lease so that Seller may continue operating the Utility during the term of the Lease. The leased property is identified on Exhibit "A" attached hereto (the "Leased Property").
6. Term of Lease. The term of this Lease shall commence on the date set forth above and continue until the date of Approval or for a period of ninety-nine (99) years from the date hereof or until the connection of the Property to a municipal or other PSC certificated utility, whichever first occurs ("Lease Term").
7. Lease Rental Rates. Seller shall pay to Buyer a lease rental rate of Ten Dollars (\$10.00) each year for the entire term of this lease.
8. Utility Expenses and Revenues. During the term of the Lease, Buyer shall reimburse Seller or, at Seller's option, directly pay for all costs of the Utility, including, but not limited to, maintenance costs, expenses, taxes, insurance and obligations. Correspondingly, Seller shall assign to Buyer all revenues derived from the operation of the Plant, including without limitation, sewage charges, water fees, taps permit fees, connection fees and rents. Buyer shall collect such revenues directly from its tenants in the mobile home park located on the Property. In the event repairs to the Utility's physical plant are required, Seller shall send written notice thereof to Buyer and Buyer shall effect such repairs in a cost effective and expedient manner. Buyer agrees to indemnify and hold Seller harmless from any and all liability for the ownership and operation of the Utility until one of the conditions in paragraph 13 is met.

9. Reports, Billings and Fees. Buyer and Seller agree to cooperate with and assist one another with respect to all reports, billings, fees and all other matters reasonably necessary to properly operate the Utility in accordance with all applicable rules, regulations and laws, including without limitation, applying for necessary rate increases.

10. Establishing of Escrow. The parties hereto establish an escrow for the purpose of receiving, holding and disbursing the Transfer Documents, (as defined below) and the Escrow Funds, (as defined below), pursuant to this Agreement.

11. Transfer Documents. At Closing of the Agreement, Seller shall deliver to Escrow Agent the Bill of Sale and Assignment attached hereto as Exhibit "B", the Application form attached hereto as Exhibit "C", and other documents which transfer the ownership of the Utility from Seller to Buyer (the "Transfer Documents").

12. Escrow Funds. At Closing of the Agreement, Buyer shall deliver to Escrow Agent the amount of \$20,000.00 (the "Escrow Funds"), which represents a deposit to partially secure Buyer's performance under this Agreement.

13. Release of Transfer Documents The Transfer Documents deposited with Escrow Agent shall only be released upon the earlier of (i) Approval, or (i) expiration of the Lease, or (iii) connection of the Property to the Pasco County Sewer System or other PSC certificated system, in which event Escrow Agent shall if subprovision (i) above is satisfied, deliver the Transfer Documents to Buyer or if either subprovision (ii) or (iii) above is satisfied, deliver the Transfer Documents to the party taking title to the Utility.

14. Escrow Agent and Disbursements from Escrow. Lutz, Webb, Partridge & Bobo, P.A., 2 S. Tamiam Tr., Ste. 500, Sarasota, Florida 34236, is to serve as the Escrow Agent pursuant to the terms and conditions of this Lease. All instructions to Escrow Agent shall be in writing and signed by Seller and Buyer.

15. General Provisions of Escrow.

a. Instructions to Escrow Agent. This Lease shall constitute full and complete instructions to Escrow Agent regarding the disbursements of the Funds held in Escrow pursuant hereto.

i. Duties Limited to Instructions. Except as specifically provided herein, Escrow Agent shall have no duty to know or determine the performance or non-performance of any term or condition of any contract or agreement between Seller and Buyer, and the duties and responsibilities of Escrow Agent are limited as provided in this Lease.

ii. Indemnification of Escrow Agent. Should any litigation arise out of or in connection with this Lease or the Agreement, then Seller or Buyer, whichever is the non-prevailing party, shall pay

on demand, as well as indemnify and hold Escrow Agent harmless from and against, all costs, damages, judgments, attorneys' fees, including all court costs, (and including, but not limited to, attorneys' fees incurred in connection therewith), time charged by paralegals or other staff members operating under the supervision of an attorney, and other costs incurred in enforcing this Lease or the Agreement, including expenses, obligations, and liabilities of any kind or nature incurred in such litigation, whether incurred at trial or on appeal; and Escrow Agent is hereby given a lien upon all rights, titles and interests of such non-prevailing party and all its escrowed papers and other property and monies deposited in this escrow, to protect its rights and to indemnify reimbursement under this Lease or the Agreement.

iii. Fees. Escrow Agent shall charge no fee in connection herewith, except as provided under this Article III hereof.

b. Liability of Escrow Agent.

i. Limitation of Liability - Buyer & Seller. In no event shall Escrow Agent be liable either to Seller or Buyer, or their respective heirs, successors, assigns or legal representatives, for any act or failure to act by Escrow Agent pursuant to this Lease or the Agreement, except for gross negligence, fraud or willful malfeasance.

ii. Limitation of Liability - Third Parties. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, (except for gross negligence, fraud or willful malfeasance) on any written instrument or instruction provided for in this Escrow Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Lease or the Agreement. Each of the parties hereto expressly release the Escrow Agent from any and all liability for any act or failure to act hereunder, except for gross negligence, fraud or willful malfeasance.

iii. Termination of Escrow Agent's Duties. Upon disbursement as required by this Lease, this Lease shall be terminated and Escrow Agent shall have no further liability under this Lease.

c. Interpleader. In the event a dispute arises between Seller and Buyer, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of the Circuit Court of Pasco County, Florida all money or property in its hands under this Lease, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Lease as Escrow Agent and shall thereupon be entitled to represent Buyer in any and all proceedings. Seller acknowledges that Escrow Agent is a law firm which has represented Buyer in connection with this transaction; and Seller consents to such continued representation, including representation of Buyer in any disputes which might arise in connection with this Lease, the transactions contemplated hereby, the Property, or matters related to any of the foregoing.

16. Default. In the event Buyer has not obtained Approval by June 30, 1998, then Seller designates Lutz, Webb, Partridge & Bobo, P.A., to complete Approval. Buyer shall pay all costs of Approval, including Lutz, Webb, Partridge & Bobo, P.A.'s fees, who shall have the right to have the Escrow Funds applied to its fees and the costs of obtaining Approval. Any balance of the Escrow Funds remaining after Approval shall be returned to the Buyer.

17. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

18. Binding Effect. This Lease shall be binding upon an inure to the benefit of the parties hereto, their successors and assigns (including, without limitation, the mortgagee owning and holding the mortgage encumbering the Property, if it succeeds to Buyer's interest and to the extent permitted by law, via foreclosure or deed-in-lieu of foreclosure).

19. Severability. It is the intent of this Lease to comply with all applicable rules, regulations and ordinances of the Commission, Pasco County, the State of Florida and all applicable agencies thereof. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Lease as of the day and year first above written.

WITNESSES:

Jonathan J. [unclear]
[Signature]

Jonathan J. [unclear]
[Signature]

Jonathan J. [unclear]
[Signature]

B.D.C., INC., a Florida corporation

By: Theodore F. Bertuca
Theodore F. Bertuca, President
"Seller"

Arbor Oaks I LLC,
a Delaware limited liability company

By: [Signature]

Arbor Oaks LLC II,
a Delaware limited liability company

By: Marilyn E. Wallace

"Buyer"

EXHIBIT A
TO
99 YEAR LEASE AGREEMENT FOR WASTEWATER TREATMENT FACILITY
AND HOLDBACK AND DOCUMENT ESCROW AGREEMENT

The real property upon which each sewage treatment pond is located, the real property which the six 12' diameter holding tanks are located and the real property on which the 8.3' x 8.3' frame shed is located as depicted in that certain survey prepared by Simmons & Ball, professional license number 6387 and dated October 9th 1997.

EXHIBIT B
BILL OF SALE AND ASSIGNMENT

Know All Men by These Presents, that B.D.C., Inc., a Florida corporation, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States to it paid by ARBOR OAKS I, LLC, and ARBOR OAKS II, LLC, receipt whereof which is hereby acknowledged has assigned, granted, bargained, sold, transferred and delivered, and by these presents does assign, grant, bargain, sell, transfer and deliver unto the ARBOR OAKS I, LLC, and ARBOR OAKS II, LLC, its successors and assigns, the following:

All of the assets, real and personal, tangible and intangible, including, but not limited to, fixtures, inventory, trade name, and all right, title and interest to the extent the same are transferable in the Florida Public Service Commission Certificate and Florida Department of Environmental Protection water distribution system and wastewater treatment facility permits, of Timberwoods Utilities, a Florida PSC certificated utility.

To Have And to Hold the same unto said assignees, their successors and assigns forever.

And B.D.C., Inc., does and for itself and its successors and assigns covenant to and with the said Arbor Oaks I, LLC and Arbor Oaks II, LLC, their successors and assigns, it is the lawful owner of said goods, chattels, and equipments, that they are free from all encumbrances; it has good right to sell the same, and that it will warrant and defend the sale of said goods, chattels and equipment hereby made, to Arbor Oaks I, LLC and Arbor Oaks II, LLC, its successors and assigns, against the lawful claims and demands of all persons or whosoever.

In Witness Whereof the parties hereto have hereunto set their hands and seals this 15th day of October, 1997.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF PINELLAS

B.D.C., Inc.

By: [Signature]
Theodore F. Bertuca, its President

The foregoing instrument was acknowledged before me this 15th day of October, 1997, by Theodore F. Bertuca, a Florida corporation on behalf of the corporation.



[Signature]
Printed Name _____
Notary Public



EXHIBIT D

NAME OF COMPANY: Timberwood Utilities

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 10.32
	Full 3/4"	\$ 15.48
	1"	\$ 25.79
	1 1/4"	\$ 51.59
	2"	\$ 82.54
	3"	\$165.10
	4"	\$257.96
	6"	\$515.91

Gallonage Charge Per
 1,000 Gallons \$ 5.08
 (Capped At 6,000 Gallons)

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - February 1, 1997

Kurt L. Wallach
 ISSUING OFFICER

TYPE OF FILING - 1996 Price Index and Pass Thru

President
 TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0224

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE February 1, 1997

Chas H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 10.32
	Full 3/4"	\$ 15.48
	1"	\$ 25.79
	1 1/2"	\$ 51.59
	2"	\$ 82.54
	3"	\$165.10
	4"	\$257.96
	6"	\$515.91
	Gallonage Charge Per 1,000 Gallons	\$ 6.09

- MINIMUM BILL - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - February 1, 1997 Kurt L. Wallach
ISSUING OFFICER

TYPE OF FILING - 1996 Price Index and Pass Thru President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0224

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE February 1, 1997

Charles N. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Size</u> | <u>Base Facilities Charge</u> |
|-------------------------------------|-------------------------------|
| 5/8" x 3/4" | \$ 3.07 |
| 1" | \$ 4.59 |
| 1 1/4" | \$ 7.66 |
| 2" | \$ 15.32 |
| 3" | \$ 24.51 |
| 4" | \$ 49.01 |
| 6" | \$ 76.58 |
| 8" | \$153.16 |
| Gallage Charge
per 1,000 gallons | \$ 2.30 |
- MINIMUM CHARGE - Base Facilities Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 1, 1997
- TYPE OF FILING - 1996 Price Index and Pass Thru

Kurt L. Wallach
ISSUING OFFICER
President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0224

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE February 1, 1997

Charb H Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 3.07
	1"	\$ 4.59
	1 1/2"	\$ 7.66
	2"	\$ 15.32
	3"	\$ 24.51
	4"	\$ 49.01
	6"	\$ 76.58
	8"	\$153.16
	Gallagege Charge per 1,000 gallons	\$ 2.30

MINIMUM CHARGE - Base Facilities Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - February 1, 1997

Kurt I. Wallach
ISSUING OFFICER

TYPE OF FILING - 1996 Price Index and Pass Thru

President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0224

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE February 1, 1997

Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

EXHIBIT D - 2

(copies of originals)

NAME OF COMPANY: Timberwood Utilities

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 10.32
	Full 3/4"	\$ 15.48
	1"	\$ 25.79
	1 1/4"	\$ 51.59
	2"	\$ 82.54
	3"	\$165.10
	4"	\$257.96
	6"	\$515.91

Gallonage Charge Per
1,000 Gallons \$ 5.08
(Capped At 6,000 Gallons)

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - February 1, 1997

Kurt L. Wallach
ISSUING OFFICER

TYPE OF FILING - 1996 Price Index and Pass Thru

President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0224

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE February 1, 1997

Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 10.32
	Full 3/4"	\$ 15.48
	1"	\$ 25.79
	1 1/2"	\$ 51.59
	2"	\$ 82.54
	3"	\$165.10
	4"	\$257.96
	6"	\$515.91

Gallage Charge Per
1,000 Gallons \$ 6.09

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - February 1, 1997 Kurt L. Wallach
ISSUING OFFICER

TYPE OF FILING - 1996 Price Index and Pass Thru
President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0224

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE February 1, 1997

Charles N. KEO

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

<u>Meter Size</u>	<u>Base Facilities Charge</u>
5/8" x 3/4"	\$ 3.07
1"	\$ 4.59
1 1/4"	\$ 7.66
2"	\$ 15.32
3"	\$ 24.51
4"	\$ 49.01
6"	\$ 76.58
8"	\$153.16
Gallonage Charge per 1,000 gallons	\$ 2.30
- MINIMUM CHARGE - Base Facilities Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 1, 1997
- TYPE OF FILING - 1996 Price Index and Pass Thru

Kurt L. Wallach
ISSUING OFFICER

President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0224

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE February 1, 1997

Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 3.07
	1"	\$ 4.59
	1 1/4"	\$ 7.66
	2"	\$ 15.32
	3"	\$ 24.51
	4"	\$ 49.01
	6"	\$ 76.58
	8"	\$153.16
	Gallage Charge per 1,000 gallons	\$ 2.30

MINIMUM CHARGE - Base Facilities Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

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Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

EXHIBIT D - 3

(copies of originals)

NAME OF COMPANY: Timberwood Utilities

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 10.32
	Full 3/4"	\$ 15.48
	1"	\$ 25.79
	1 1/4"	\$ 51.59
	2"	\$ 82.54
	3"	\$165.10
	4"	\$257.96
	6"	\$515.91

Gallonage Charge Per
 1,000 Gallons \$ 5.08
 (Capped At 6,000 Gallons)

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

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ORDER NO. N/A

EFFECTIVE February 1, 1997

Chas H Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 10.32
	Full 3/4"	\$ 15.48
	1"	\$ 25.79
	1 1/2"	\$ 51.59
	2"	\$ 82.54
	3"	\$165.10
	4"	\$257.96
	6"	\$515.91

Gallonage Charge Per
1,000 Gallons \$ 6.09

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

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AUTHORITY NO. WS-96-0224

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EFFECTIVE February 1, 1997

Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base facilities Charge</u>
	5/8" x 3/4"	\$ 3.07
	1"	\$ 4.59
	1 1/4"	\$ 7.66
	2"	\$ 15.32
	3"	\$ 24.51
	4"	\$ 49.01
	6"	\$ 76.58
	8"	\$153.16
	Gallage Charge per 1,000 gallons	\$ 2.30

MINIMUM CHARGE - Base Facilities Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

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Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY: Timberwood Utilities

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8" x 3/4"	\$ 3.07
	1"	\$ 4.59
	1 1/4"	\$ 7.66
	2"	\$ 15.32
	3"	\$ 24.51
	4"	\$ 49.01
	6"	\$ 76.58
	8"	\$153.16
	Gallonage Charge per 1,000 gallons	\$ 2.30

- MINIMUM CHARGE - Base Facilities Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
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Charles H. Hill

DIRECTOR
DIVISION OF WATER AND WASTEWATER